

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

UNITED STATES OF AMERICA, ) NO. CV 17-3901 MWF (RAOx)  
Plaintiff, )  
vs. ) CONSENT JUDGMENT OF FORFEITURE  
REAL PROPERTY LOCATED IN )  
BRADBURY, CALIFORNIA, )  
Defendant. )  
\_\_\_\_\_)  
TAT CHAN, )  
Titleholder. )  
\_\_\_\_\_)  
\_\_\_\_\_)

1 Plaintiff and potential claimants Tat Chan, Bofi Federal  
2 Bank, and Bear Valley Shopping Center 26, LLC ("potential  
3 claimants") have made a stipulated request for the entry of this  
4 Consent Judgment, resolving this action in its entirety.

5 The Court, having considered the stipulation of the  
6 parties, and good cause appearing therefor, **HEREBY ORDERS**  
7 **ADJUDGES AND DECREES:**

8 1. The government has given and published notice of this  
9 action as required by law, including Rule G of the Supplemental  
10 Rules for Admiralty or Maritime Claims and Asset Forfeiture  
11 Actions, Federal Rules of Civil Procedure, and the Local Rules  
12 of this Court. Potential claimants Tat Chan, Bofi Federal Bank,  
13 and Bear Valley Shopping Center 26, LLC claim an interest in the  
14 defendant property, but have not filed claims in this case or  
15 answered the complaint. However, Tat Chan, Bofi Federal Bank,  
16 and Bear Valley Shopping Center 26, LLC would have filed claims  
17 and answers in this case absent this agreement. No other  
18 statements of interest or answers have been filed, and the time  
19 for filing such statements of interest and answers has expired.  
20 This Court has jurisdiction over the parties to this judgment  
21 and the defendant property. Any potential claimants to the  
22 defendant property other than Tat Chan, Bofi Federal Bank, and  
23 Bear Valley Shopping Center 26, LLC are deemed to have admitted  
24 the allegations of the complaint with respect to the defendant  
25 property.

26 1. 2. The United States of America shall have  
27 judgment as to the defendant property, and, other than those  
28

1 interests recognized herein, no other person or entity shall  
2 have any right, title or interest therein. The legal description  
3 of the defendant property, which property has Assessor Parcel  
4 Number 8527-006-028 and is more fully described as follows:

5 Parcel 1:

6 That portion of Section 19, Township 1 North, Range 10  
7 West of the subdivision of the Rancho Azusa de Duarte,  
8 as shown on the Map filed in Book 52, Page 22, of  
Record of Surveys, in the Office of the County  
Recorder of Said County, described as follows:

9 A. Beginning at the Northeast corner of Parcel  
10 No. 3, as per Map filed in Book 52, Page 22, of the  
Record of Surveys; thence along the Northerly boundary  
11 of said Parcel No. 3, North 79 degrees 50' 28" west  
805.97 feet, thence along the Westerly boundary of  
12 said parcel, South 26 degrees 50' West 377.53 feet;  
thence South 83 degrees 02' 34" East 970.94 feet to  
13 the Easterly boundary of said Parcel No. 3; thence  
along said Easterly boundary North 0 degrees 00' 29"  
14 West 312.34 feet to the point of beginning.

15 B. Beginning at the Northwest corner of Parcel  
16 No. 3, as per Map filed in Book 52, Page 22, of Record  
of Surveys; thence North 79 degrees 48' West 192.12  
17 feet; thence South 15 degrees 39' 47" West 103.83  
feet; thence South 10 degrees 20' 39" West 43.68 feet;  
18 thence Southwest on a curve, concave to the Northwest  
and having a radius of 820 feet, to a point South 26  
19 degrees 50' West 337.53 feet and North 83 degrees 02'  
34" West 119.47 feet from the said Northwest corner of  
Parcel No. 3; thence South 83 degrees 02' 34" East  
20 119.47 feet, to the Westerly boundary of said Parcel  
No. 3; thence North 26 degrees 50' East 377.53 feet to  
21 the point of beginning.

22 C. Beginning at the Southwest corner of Parcel  
23 No. 4 as per Map filed in Book 52, Page 22 of Record  
of Surveys; thence along the Westerly boundary of said  
24 Parcel No. 4, North 7 degrees 56' 53" East 210.27  
feet; thence South 75 degrees 25' 37" East 421.43  
25 feet; thence South 54 degrees 44' 43" East 420.92 feet  
to the North line of Parcel No. 3 of said Map; thence  
26 North 79 degrees 50' 28" West 794.12 feet to the point  
of beginning.

27  
28 Except therefrom that portion of Section 19,  
Township 1 North, Range 10 West of the subdivision of

1 the Rancho Azusa de Duarte, as shown on the Map filed  
2 in Book 52, Page 22, of Record of Surveys, in the  
3 Office of the County Recorder of said County,  
4 described as Parcel 3 in Deeds recorded December 23,  
5 2011 as Instrument Number 11-01748437 through 11-  
6 01748440.

7 As shown in Certificate of Compliance lot line  
8 adjustment 10-14 recorded December 23, 2011 as  
9 Instrument No. 11-01748436.

10 Parcel 2:

11 A. An easement for road and public utility  
12 purposes, for use in common with others, over, along,  
13 and under a strip of land 30 feet wide, the center  
14 line of which is described as follows:

15 Beginning at the Southwesterly corner of Parcel  
16 1:A above, thence South 26 degrees 50' West 40.00 feet  
17 to the beginning of a tangent curve concave Westerly  
18 having a radius of 535.00 feet; thence South-Westerly  
19 along said curve 295.69 feet to the beginning of a  
20 reverse curve concave Southeasterly having a radius of  
21 530.00 feet; thence Southwesterly along said curve  
22 383.89 feet to the end of said curve; thence along a  
23 tangent to said curve South 17 degrees 00' 00" West  
24 43.69 feet to a point in the line common to Sections  
25 19 and 30, Township 1 North, Range 10 West, which  
26 point is south 89 degrees 27' 15" West, 86.50 feet  
27 from the Northwest corner of Lot 2 of said Section 30.

28 B. An easement for road and public utility  
purposes, for use in common with others, over, along,  
and under a strip of land 30 feet wide, lying on the  
North side of the following described line:

Beginning at a point in the line common to  
Sections 19 and 30, Township 1 North, Range 10 West,  
which point is South 89 degrees 27' 15" West 86.50  
feet from the Northeast corner of Lot 3 of said  
Section 30; thence Westerly along the Northerly line  
of said Lot 3 at a distance of 420.52 feet, more or  
less, to the existing MacAdam Road known as "Deodar  
Lane."

C. An easement for roadway and public utility  
purposes to be used in common with others over that  
portion of Section 19, in Township 1 North, Range 10  
West, in the Rancho Azusa de Duarte, in the County of  
Los Angeles, State of California, as per Map recorded  
in Book 6, Pages 80, 81 and 82 of Miscellaneous  
Records in the Office of the County Recorder of said

County, lying within a strip of land 50 feet wide, being 20 feet on the Northerly side and 30 feet on the Southerly side of the line shown as "Center line of 100 foot easement for road purposes" on the Record of Survey filed in Book 52, Page 22 of Record of Surveys in the Office of the County Recorder of said County.

D. An easement for road and underground utility purposes to be used in common with others, over the portions of Lots 4 and 5 in Section 24 and of Lot 2 in Section 25, in Township 1 North, Range 11 West, San Bernardino Meridian, of the subdivision of the Rancho Azusa de Duarte, partly in the City of Monrovia, and partly in the County of Los Angeles, State of California, as per Map recorded in Book 6, Pages 80 to 82, inclusive, of Miscellaneous Records in the Office of the County Recorder of said County, included within a strip of land 30 feet wide, extending in a general Northeasterly direction from the Northeasterly line of Wild Rose Avenue, as shown on the Map of Tract 12557, recorded in Book 309, Pages 48 and 49 of Maps in the Office of the County Recorder of said County, to the Easterly line of said Lot 5, and lying 15 feet on each side of the following described center line:

Beginning at a point in said North-Easterly line of Wild Rose Avenue, distant southeasterly along that certain curve concave to the Northeast and having a radius of 267.90 feet in said North-Easterly line, 73.02 feet from the Northwesterly terminus of said curve, a radial line to said curve through said point so located having a bearing of South 53 degrees 15' 21" West; thence North 37 degrees 54' 50" East 68.61 feet to the Beginning of a tangent curve concave to the Southeast and having a radius of 200 feet; thence along said curve North-Easterly 61.89 feet; thence tangent to said curve North 55 degrees 38' 40" East 62.81 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 240 feet; thence along said curve Northeasterly 117.29 feet; thence tangent to said curve North 27 degrees 38' 40" East 21.82 feet to the beginning of a tangent curve concave to the West and having a radius of 140 feet; thence along said curve Northerly 96.71 feet; thence tangent to said curve, North 11 degrees 56' 10" West 83.92 feet to the beginning of a tangent curve concave to the East and having a radius of 260 feet; thence along said curve Northerly 105.88 feet; thence tangent to said curve North 11 degrees 23' 50" East 28.82 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 80 feet, said last mentioned curve also being tangent to a line extending North 89 degrees 08' 50" from the Intersection of the

center line of Foothill Boulevard, formerly White Oak Avenue, with the center line of Mountain Avenue, formerly Canon Drive, as said Intersection is shown on the Map of the Oak Park Tract, recorded in Book 11, Page 106 of Maps in the Office of said County Recorder; thence Northeasterly along said line, North 89 degrees 08' 50" East 945 feet, more or less, to the beginning of a tangent curve concave to the Northwest, having a radius of 330 feet, said last mentioned curve also being tangent to the Southwesterly prolongation of a course in the center line of the 30 foot easement for road and utilities described as Parcel 11 in Deed from Bissell to Hopper, recorded in Book 24125, Page 162 of Official Records in said office, said course being described in said Deed as having a bearing of North 44 degrees 25' 37" East and having a length of 32.46 feet; thence along said curve Northeasterly 257.57 feet to said Southwesterly prolongation; thence along said prolongation and said course of said center line and along the Northeasterly prolongation of said course of said center line, North 44 degrees 25' 37" East to the Easterly line of said Lot 5, the terminal courses at the Southwesterly and Northeasterly ends of the side lines of said strip being prolonged or shortened to terminate in said Northeasterly line of Wild Rose Avenue and in said Easterly line of Lot 5, respectively.

3. The United States is hereby authorized to remove any occupants and/or personal property remaining on the defendant property thirty days after the giving of written notice to any occupants of the defendant property without further order of the Court. The United States shall thereafter sell the property as expeditiously as possible. The proceeds of the sale shall be distributed in the following priority, to the extent proceeds are available:

- a. To the United States for its costs and expenses of the sale;
- b. To the Los Angeles County Assessor and Tax Collector of all unpaid real property taxes

1                   assessed against the defendant property to the  
2                   date of entry of the Judgment of Forfeiture;

3       c.    To Bofi Federal Bank as follows:

4           i.   All unpaid principal and interest due under  
5               the Note which is secured by the Deed of  
6               Trust recorded as Instrument No. 20121127671  
7               against the defendant property identifying  
8               Hana Financial as beneficiary (which  
9               interest was thereafter transferred to Bofi  
10              Federal Bank), as of the date of the closing  
11              with respect to Plaintiff's sale of the  
12              defendant property; and

13          ii. All other fees, costs and advances as  
14              provided under the terms of the Note and  
15              Deed of Trust, as of the date of the closing  
16              with respect to Plaintiff's sale of the  
17              defendant property. These fees, costs and  
18              advances include, but are not limited to,  
19              fees, advances or costs for property taxes,  
20              insurance (including for hazard insurance),  
21              reasonable attorney fees and costs and fees  
22              and costs incurred in protecting Bofi  
23              Federal Bank's security interest;

24  
25       d.   To Bear Valley Shopping Center as follows:

26           i.   All unpaid principal and interest due under  
27               the Note which is secured by that certain  
28

1 Deed of Trust recorded on July 22, 2016 as  
2 Instrument No. 20160862566, assigned to Bear  
3 Valley Shopping Center 26, LLC as successor  
4 beneficiary per Assignment recorded on July  
5 22, 2016 as Instrument No. 20160862567, as  
6 of the date of the closing with respect to  
7 Plaintiff's sale of the defendant property;  
8 and

9 ii. All other fees, costs and advances as  
10 provided under the terms of the Note and  
11 Assignment of Deed of Trust, as of the date  
12 of the closing with respect Plaintiff's sale  
13 of the defendant property. These fees,  
14 costs and advances include, but are not  
15 limited to, fees, advances or costs for  
16 property taxes, insurance (including for  
17 hazard insurance), reasonable attorney fees  
18 and costs and fees and costs incurred in  
19 protecting Bear Valley Shopping Center's  
20 security interest; and

21 e. The balance shall be paid and forfeited to the  
22 United States of America, and such funds shall be  
23 disposed of according to law.

24 4. Except for any obligations create herein, potential  
25 claimants have agreed to release the United States of America,  
26 its agencies, agents, and officers, including employees and  
27 agents of the Federal Bureau of Investigation, from any and all  
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1 claims, actions or liabilities arising out of or related to this  
2 action, including, without limitation, any claim for attorneys'  
3 fees, costs or interest which may be asserted on behalf of  
4 potential claimants against the United States, whether pursuant  
5 to 28 U.S.C. § 2465 or otherwise. Potential claimants have also  
6 waived any rights they may have to seek remission or mitigation  
7 of the forfeiture. Nothing in this Consent Judgment is intended  
8 as, nor should anything in this Consent Judgment be interpreted  
9 as an admission by potential claimants of any liability or  
10 wrongdoing.

11 //

1           5. The court finds that there was reasonable cause for the  
2 institution of these proceedings pursuant to 28 U.S.C.

3 § 2465. This judgment constitutes a certificate of reasonable  
4 cause pursuant to 28 U.S.C. § 2465.



5  
6 DATED: September 29, 2017

THE HONORABLE MICHAEL W. FITZGERALD  
UNITED STATES DISTRICT JUDGE

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8  
9 Prepared by:

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